

**MONTANA AERONAUTICS DIVISION
AIRPORT LOAN AND GRANT PROGRAM - APPLICATION FOR ASSISTANCE**

APPLICANT INFORMATION

Airport Name _____

Community Which Airport Serves _____

Legal Name of Airport Owner _____

Legal Address/Phone Number of Airport Owner _____

Airport's Federal Tax I.D. Number _____

Name of Official Airport Contact _____

Airport's Engineer/Consultant (optional) _____

Engineer/Consultant Address/Phone Number (optional) _____

PROJECT INFORMATION

Is this a federally funded (in whole or in part) FAA AIP Project? **Yes** ☐ **No** ☐
(If "YES", please attach a copy of the federal grant application, or other relevant information)

Total Amount of Aeronautics **Loan** Requested _____

Total Amount of Aeronautics **Grant** Requested _____

(Airport Sponsors are generally eligible for an Aeronautics grant of up to 50% of the airport's cost for all federally eligible projects, and up to 95% of the airport's cost for non-federally eligible projects. Loans are available for up to 100% of the airport's cost. Example... If the airport's total cost is \$10,000, the airport would be eligible for a grant of up to \$5,000 for federal projects or up to \$9,500 for non-federal projects, or a loan of up to \$10,000, or a combination of a grant and a loan not exceeding the policy stated above, unless specifically authorized)

Please Provide a Brief Description of Project Below:

PROJECT COST ESTIMATES AND INFORMATION

TOTAL ESTIMATED PROJECT COST INFORMATION

Total Estimated Project Cost 100% of Total	FAA Share <i>(If Applicable)</i> 95% of Total (Or 0% if non-Fed job)	Airport Share 5% of Total (Or 100% if non-Fed job)

INDIVIDUAL UNIT COST ESTIMATES (Please complete only those sections that apply)

Individual Costs	Total Costs 100%	FAA Share <i>(If Applicable)</i> 95% (Or 0% if non-Fed job)	Sponsor Share 5% (Or 100% if non-Fed job)
Administrative			
Land Acquisition			
Equipment			
Engineering			
General Construction			
Other Costs			
Total Costs			

When is the proposed project scheduled to commence _____

When is the proposed project scheduled to conclude? _____

Has an "official" estimate of costs been completed? YES ☐ NO ☐
(If "YES", please attach a copy of a consultant / engineer / govt. estimate or other documentation)

AIRPORT PROTECTION INFORMATION

NOTE According to Montana State Law, every public use, "NPIAS" airport must have in place a designated "Airport Influence Area" and/or accompanying local regulations governing land use and height restrictions within the airport area. Montana state law also allows for zoning and other types of airport protections. The lack of any of these type of protections for any "NPIAS" airport **may** adversely affect the ranking or selection of an airport sponsor's loan and/or grant application. If "YES", a copy of any applicable maps, regulations and/or an explanation of the adopted rules **MUST** be attached to the back of this application. A non-"NPIAS" airport may mark the "not applicable" box.

Does the community have an "Airport Influence Area" and/or any type of other airport protective zoning in place? YES ☐ NO ☐ N/A ☐

AIRPORT'S FINANCIAL INFORMATION

Current Airport Account Balance (if applicable**) _____

** Some airport sponsors do not keep a fund specific for airport use, but rather take an amount of general fund money or similar as needed. If the airport does not have a specific fund allotted, please write in "GENERAL" or "OTHER" above.

Approximate Annual Airport Income and Expense (Based on last fiscal year)

Annual Airport Income

via <u>County</u> Taxes (If applicable)	via <u>City</u> Taxes (If applicable)	Airport Revenues	Other	Total

Annual Airport Expenses

Personnel	Maintenance & Operations	Insurance & Fees	Other	Total

Total Annual Income Minus Total Annual Expense

Is there a tax levy in place specifically for airport funding? YES ☐ NO ☐

If yes, what is the levied amount?

If yes, appx how much does it generate annually

Does the airport have other planned expenses, projects, loans or anything else that it is saving for? If so, please list them here with the approximate amounts needed for each: Please be sure to include any current Montana Aeronautics Division Loans as well.

AIRPORT SPONSOR ASSURANCES

The Sponsor hereby covenants and agrees with the State of Montana and the Aeronautics Division as follows:

The Sponsor has met all of the requirements imposed by the Federal Aviation Administration to obtain an Airport improvement Program grant (*if applicable*), and will continue timely and adequate compliance as required by the express terms of all pertinent documents.

Any and all funds received by the Airport Sponsor from the Montana Aeronautics Division will be used as funds to aid in the project outlined in this application, and approved by the Montana Aeronautics Board.

To promote safe airport operations by clearing and protecting the approaches to the airport by removing, lowering, relocating marking and/or lighting existing airport hazards and to prevent to the extent needed, establishment or creation of future airport hazards. This may be accomplished to the extent needed through airport protective measures found within Title 67 of MCA. To correct at request of Aeronautics Division personnel, deficient airport maintenance or operational practices contributing to unsafe or deteriorating airport conditions as identified by appropriate Division personnel.

To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Airport Sponsor shall establish fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

PROJECT AGREEMENT

If the Project or any portion thereof is approved by the Montana Aeronautics Division and the Aeronautics Board and an offer of state assistance for such approved project is accepted by the Airport Sponsor, it is understood and agreed that all airport improvements included in such project will be accomplished in accordance within the general requirements of the plans and specifications for such development, as approved by the Federal Aviation Administration (*if applicable*) and the grant agreement with respect to the project and/or for other airport improvement work listed within and approved by the Montana Aeronautics Board.

LOAN OBLIGATION

The Airport Sponsor promises to repay the Montana Aeronautics Division all monies loaned to the Airport Sponsor, together with interest, in such payment amounts and in accordance with the schedule of repayments as set forth in the LOAN RESOLUTION and LOAN REPAYMENT SCHEDULE, copies of which will be sent by the Division and returned by the Airport Sponsor and by this reference incorporated herein as though fully set forth at this point.

AUDIT

The Montana Aeronautics Division, its agents or employees, the Legislative Auditor and the Legislative Fiscal Analyst shall have the right to audit the books of account and records relating to this Project, at all reasonable times during the term of the grant or loan, and for three years thereafter.

EMPLOYMENT OF CONSULTANT

The term consultant, as used herein, also includes planners, contractors, engineers or any other appropriate representatives. Airport planning, design, project estimates and/or construction inspection is the direct responsibility of the Airport Sponsor and may be accomplished by the Airport Sponsor's staff, if appropriately qualified, without other representation.

CONTRACTS

The Airport Sponsor, as an independent entity and not as an agent of Montana Department of Transportation, Aeronautics Division, may obtain the services required in order to fulfill the work outlined within this application. All contracts awarded to accomplish the Project described in this application shall state the name and/or title of any representative authorized to act on behalf of the Airport Sponsor with regards to this application, the assurances or any changes to contract price and/or the project that might affect grant and/or loan amounts.

REPORTS

The Airport Sponsor shall submit a letter to the Montana Aeronautics Division specifying that the project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities (*if applicable*).

COMPLIANCE WITH LAWS

The Airport Sponsor shall comply with all Federal, State and Local laws, rules, regulations, and ordinances, which are applicable to the performance hereunder.

JURISDICTION

Any litigation between the Airport Sponsor and Montana Department of Transportation, Aeronautics Division over the terms and conditions of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana, and the agreement shall be interpreted according to the laws of Montana.

INDEMNIFICATION

The Airport Sponsor shall indemnify and hold harmless the Montana Department of Transportation, Aeronautics Division, any of their departments, agencies, officers and employees from any and all liability, loss or damage as a result of claims, demands, or costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of the agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

REPRESENTATIONS

The Airport Sponsor hereby represents and certifies as follows:

- **LEGAL AUTHORITY**

The Airport Sponsor has the legal power and authority to:

- (1) Do all things necessary in order to undertake and carry out the project in conformity with State and Federal Laws and Regulations
- (2) To accept, receive, and disburse grants or loans of funds from the Aeronautics Division in aid of the project, on the terms and conditions stated herein and
- (3) Carry out all of the provisions within this Airport Aid Application.

- **DEFAULTS**

The Airport Sponsor is not in default on any obligation to the State of Montana, or any agency of the State of Montana, relative to the development, operation, or maintenance of any airport, except as stated herein.

- **POSSIBLE DISABILITIES**

There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments) affecting use of the Airport, or the existence of pending litigation or other legal proceedings which:

- (1) Are known or by due diligence might be known
- (2) In reasonable probability might make it impossible for the Airport Sponsor to carry out the Provisions within the Airport Aid Application, either by limiting its legal or financial ability or otherwise
- (3) Have not been brought to the attention of the authorized representatives of the Montana Aeronautics Division.

- **APPROVAL OF OTHER AGENCIES**

The Project has been approved by all agencies whose approval is required, namely:

SIGNATURE(S)

Date

Authorized Representative

Montana Aeronautics Division

Loan and Grant Application Supplement Form

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(Please limit written responses to the space provided. The information provided within this supplement is for Aeronautics Board review, so please type or print your responses.)

(1) Please briefly describe the current use and importance of this airport:

(2) Please briefly describe the need and urgency for this project:

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(3) Please briefly describe in writing the financial need for this airport project. Also, please describe in simple and general terms how the airport is financed.

(4) In terms of percent (%), please estimate the likeliness that this project will be commenced within one year if Aeronautics funding is available. Also, please list any specific problems that are known at this time that could potentially cause any major delays concerning this project.